UNITED NATIONS

ST

Secretariat

ST/AI/149/Rev.4
14 April 1993

ADMINISTRATIVE INSTRUCTION

To: Members of the staff

From: The Controller

Subject: COMPENSATION FOR LOSS OF OR DAMAGE TO PERSONAL EFFECTS ATTRIBUTABLE TO SERVICE*

Purpose

1. Staff rules 106.5, 206.6 and 306.4 provide that staff members shall be entitled, within the limits and under the terms and conditions established by the Secretary-General, to reasonable compensation in the event of the loss of or damage to their personal effects, determined to be directly attributable to the performance of official duties on behalf of the United Nations. The purpose of the present instruction is to define the terms, conditions and limits governing such compensation and to set forth the procedure for the submission and examination of claims in connection with such loss or damage.

2. The present instruction shall apply to incidents occurring on or after 1 January 1993. It cancels and supersedes administrative instruction ST/AI/149/Rev.3 of 17 November 1988.

Conditions for the entitlement

3. Without restricting the generality of the provisions of staff rules 106.5, 206.6 and 306.4, loss of or damage to the personal effects of a staff member shall be considered to be directly attributable to the performance of official duties when such loss or damage:

(a) Was caused by an incident which occurred while the staff member was performing official duties on behalf of the United Nations; or

(b) Was directly due to the presence of the staff member, in accordance with an assignment by the United Nations, in an area designated by the United

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* Personnel Manual index No. 6100.

Nations Security Coordinator as hazardous, and occurred as a result of the hazards in that area; or

(c) Was caused by an incident which occurred during any travel, by means of transportation furnished by or at the expense or direction of the United Nations, undertaken in connection with the performance of official duties.

4. No compensation shall be paid for any loss or damage which was:

(a) Caused by the negligence or misconduct of the claimant; or

(b) Sustained by a private vehicle which was being used for official business, including travel in connection with home leave, when such use of a private vehicle was solely at the request of and for the convenience of the staff member.

5. Staff members should note that no compensation shall be paid for the loss of or damage to personal effects, except as provided under the Staff Rules and paragraph 3 of the present instruction. Otherwise, such loss or damage shall be the sole responsibility of the staff member. For this reason, it is recommended that staff members obtain, at their own expense, adequate personal property insurance coverage.

Exclusions and limitations

6. The personal effects of a staff member shall be deemed to include the personal effects of the staff member's spouse and dependent children residing with the staff member at the time of the damage or loss, provided that no claim shall be admissible for loss of or damage to the personal effects of the spouse or dependent children in a mission area if the Secretary-General has decided that special circumstances or local conditions make it undesirable for the staff member to be accompanied by dependants.

7. Staff rules 107.22 (b) and (c) and 207.21 (b) and (c) stipulate that insurance coverage will be provided by the United Nations, up to specified limits, in connection with the removal of household goods or the unaccompanied shipment of personal effects for travel on appointment, transfer and repatriation. Loss of or damage to such goods or effects shall be governed exclusively by the provisions of those rules and shall not be compensated for under this instruction.

8. No compensation shall be paid for loss of or damage to any articles which, in the opinion of the Secretary-General, cannot be considered to have been reasonably required by the staff member for day-to-day life under the conditions existing at the duty station. In addition, no compensation shall be paid for loss of or damage to animals, motor cycles, boats, motors of all types and their appurtenances, jewellery, money (except as provided in subpara. 9 (h) below), negotiable instruments, tickets or documents.

9. Compensation in respect of the following items shall be subject to the maximum limits indicated:

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(a)	Automobile (and all accessories)	15 000
(b)	Television and/or video cassette recorder	1 000
(c)	Stereo systems (compact disc players, tape recorder, radio, amplifier, speakers and other accessories)	1 500
(d)	Video camera	1 500
(e)	Still camera	350
(f)	Personal computer equipment (including hardware and software)	3 000
(g)	Watch	350
(h)	Cash	400

10. No compensation shall be paid for loss of or damage to more than one of each of the articles mentioned above, for any one incident. Compensation in respect of any single article, including its accessories, not listed in paragraph 9 shall be subject to a maximum limit of $3,000.

11. Excluding any compensation in respect of an automobile (and all its accessories), which shall be treated as a separate award, the maximum allowable compensation in respect of any one incident shall be $12,000 for a staff member without recognized dependants residing with him or her at the duty station, and $20,000 for a staff member with recognized dependants residing with him or her at the duty station.

Notification of loss and presentation of a claim for compensation

12. In the event of any loss of or damage to a staff member's personal effects, he or she shall, as soon as possible, notify the appropriate United Nations authorities and other authorities, including the local police, and submit any pertinent evidence. Where articles have been lost or damaged, the staff member shall take all reasonable steps to recover said articles or to receive suitable compensation from the party responsible, or from his or her insurance company, for such loss or damage. Compensation shall be reduced by the amount of any such recovery.

13. In order to be receivable by the Claims Board (see paras. 16 to 18 below), claims for compensation shall be made within two months of the discovery of the loss or damage, shall include copies of reports of investigations into the loss or damage and shall be submitted by the claimant to his or her executive officer/chief administrative officer for examination and submission to the Claims Board. Both the submissions by the claimant and by the executive officer/chief administrative officer shall be in the form of signed statements as described below.

14. The claimant shall set out in detail:

(a) Information pertinent to the amount of compensation claimed, including:

(i) A description of the article;

(ii) The age and the condition of the article;

(iii) The original cost of the article and the date of purchase or acquisition;

(iv) The replacement cost of the article and supporting documentation on both price and comparability of the proposed replacement article;

(b) All the circumstances pertinent to the loss or damage and the action taken by the claimant in respect thereof (see para. 12 above), including:

(i) Statements signed by any other person or persons in a position to furnish information relating to the loss or damage, including copies of reports of investigations into the loss or damage;

(ii) Personal insurance coverage, if any, the action taken to claim under that coverage and the results thereof;

(iii) In the case of travel by common carrier (air, rail, etc.), a copy of the lost property report and information on any reimbursement claimed from the carrier;

(iv) In the case of damage, the cost of repair supported by a copy of the invoice and receipt.

15. On receipt of a claim, the executive officer/chief administrative officer shall:

(a) Examine the claim and ascertain whether all required information and material as set forth in the present instruction have been provided and, if necessary, request such further information or material as may be required or as he or she considers desirable;

(b) Provide any additional information on the causes and circumstances of the loss or damage including copies of any investigation reports on the incident which may be available;

(c) As appropriate, certify and provide supporting documentation:

(i) With regard to paragraph 11, as to the dependency status of the staff member;

(ii) With regard to subparagraph 3 (c), that the staff member was in official travel status;

(d) Supply a copy of the inventory filed by the staff member in accordance with the applicable security plan, as appropriate;

(e) Provide other pertinent observations including information regarding the replacement cost claimed as appropriate;

(f) Forward the claim, other relevant documents, and his or her comments thereon to the Secretary of the Claims Board.

Consideration of claims

16. All claims shall be examined by the Claims Board in accordance with its terms of reference, set out in annex I/Amend. 2 to the Secretary-General's Bulletin ST/SGB/Organization. The composition of the Board and its administrative arrangements are announced periodically in information circulars. At locations away from Headquarters, local claims review panels may be established, as authorized by the Controller.

17. The Claims Board shall determine its own rules of procedure.

18. The Claims Board shall act in an advisory capacity to the Controller and shall transmit its recommendation regarding the settlement of each claim to the Controller.

19. Where an article is lost, the amount of compensation shall be determined having regard to the following factors:

(a) The age, condition and place of purchase of the article;

(b) The original cost and the amount by which it had depreciated in value at the time of loss;

(c) The replacement cost of the article; and

(d) Any other relevant factors.

20. Where an article is damaged and can be repaired, the amount of compensation shall be equal to the actual cost of repairs but shall not exceed the amount that would have been payable under paragraph 19 if the article had been lost. Where an article is damaged and cannot be repaired, the amount of compensation shall be equal to the amount that would have been payable under paragraph 19 if the article had been lost.

21. In calculating the amount of compensation payable, consideration shall be given to such amounts as the claimant might have recovered or might be entitled to recover under insurance arrangements or from a third party liable for the loss or damage.

22. When, in the opinion of the Claims Board, unusual hardship would be caused or it would be clearly unreasonable if the amount of compensation were limited to the relevant maxima prescribed in paragraphs 9 to 11 above, or where the claim is otherwise not compensable under this instruction, the Claims Board may

forward its recommendation in a particular case to the Controller, together with its views as to what would constitute reasonable compensation.

Payment of compensation

23. Payment of compensation shall be the responsibility of the respective executive officer/chief administrative officer, who shall initiate action upon receipt of the notification of the Controller's decision as communicated by the Secretary of the Claims Board.

24. Payment of the approved compensation shall be conditional on the recipient signing an instrument entitled "Undertaking and assignment". A specimen thereof, which should be used, is contained in the annex to the present instruction.

Annex

UNDERTAKING AND ASSIGNMENT

HCB _____
As recommended at the _____ meeting
and approved by:
_____ Secretary,
Headquarters Claims Board

Certified for payment
Account No. _____

_____
Certifying Officer

I hereby confirm that:

(a) I,_____, will accept payment
First name Surname
of the sum of_____ on account of
Currency/Amount
the loss and/or damage to my personal effects, attributable to service with the United Nations, arising from claim No._____ dated _____;

(b) The sum total of the amount to be paid by the United Nations and the amount recovered or to be recovered by me from insurance, if any, in respect of said personal effects will not exceed the amount of the loss or damage or personal effects sustained by me;

(c) In consideration of the payment of said sum, I assign to the United Nations all rights and claims I may have or have had against any third persons, and the United Nations is hereby authorized to retain, out of any amounts recovered in prosecution of any such claim, the sum total of the amount paid to me by the United Nations as well as the costs, if any, incurred by the United Nations in the prosecution of such claim.

IN WITNESS WHEREOF, the undersigned has executed the present instrument this _____ day of_____ 19_____.

_____
Signature

_____
Witness

Please make payment to:
(insert current name and address of claimant)

_____
_____
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